

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

IN RE:)	CHAPTER 7
)	
BDC Group, Inc.)	CASE NO. 23-00484
)	
Debtor(s).)	APPLICATION FOR APPROVAL
)	OF EMPLOYMENT OF
)	ATTORNEY OR ACCOUNTANT:
)	RECOMMENDATION AND
)	ORDER

1. Applicant is the Trustee in this case.
2. Applicant believes that the employment of an attorney is necessary to represent or assist Trustee in carrying out the Trustee's duties as follows:

The services of an attorney will be necessary to represent the Trustee and the Bankruptcy Estate's interest in legal matters and to carry out such other legal services as the Trustee deems necessary and in the best interests of the bankruptcy estate.

3. Elizabeth M. Lally, and Lally Legal Group, 12020 Shamrock Plaza, Suite 200, Omaha, Nebraska, 68154, is qualified by reason of practice and experience to render such representation or assistance.

4. The compensation will be as follows:

Ms. Lally's hourly rate is \$380.00 per hour. The hourly rates for other attorney(s) who might work on this matter are capped at \$300.00 per hour for associates and \$330.00 per hour for of counsel or other partners. Standard hourly rates for legal assistants and/or paralegals is \$110.00 per hour. See attached Engagement Letter.

5. Applicant has disclosed to the undersigned that she has the following connections with the debtor(s), creditors, or any other parties-in-interest:

None, except Attorney and her previous firm, Spencer Fane, LLC represented this Trustee and this bankruptcy estate until August 16, 2024; Spencer Fane LLC had disclosed their previous representation of GreenState Credit Union, who is a creditor represented by counsel in this case, and is not a primary target of the Trustee's pursuit.

WHEREFORE, applicant prays that the Court approve such employment by the Trustee.

Dated: 08.18.24

/s/ Renee K. Hanrahan
Trustee

RULE 2014(a) VERIFICATION

I, Elizabeth M. Lally, of Lally Legal Group, named in the foregoing Report, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge and belief.

Dated: August 18, 2024

SIGNED:



By: Elizabeth M. Lally

RECOMMENDATION OF THE UNITED STATES TRUSTEE

Based on the Application made by the trustee, I recommend that the professional employment applied for by the trustee be approved for the purpose indicated in the application.

Dated and Entered: 8/21/24

United States Trustee, Region 12

By: /s/ Janet G. Reasoner

United States Trustee's Office
111 7th Avenue SE, Box 17
Cedar Rapids IA 52401-2101
319.364.2211

ORDER

Upon the foregoing Application and Recommendation and for cause shown, and pursuant to the provisions of Title 11, United States Code, §327, it is

ORDERED, the professional employment applied for is hereby APPROVED subject to the limitations provided for by Title 11, United States Code, §328.

Dated and Entered: August 22, 2024


UNITED STATES BANKRUPTCY JUDGE



August 18, 2024

Via e-mail: rhanrahan@sharontc.net

Renee K. Hanrahan, solely in her capacity as Chapter 7 Trustee for BDC Group, Inc.
PO Box 1088
Cedar Rapids IA
52406-1088

RE: Lally Legal Group – Engagement Agreement

Dear Trustee Hanrahan:

Thank you for retaining Lally Legal Group LLC (“LLG”) to serve as counsel to the Chapter 7 Trustee. (“Client”) in the case of In Re: BDC Group, Inc., pending in the United States Bankruptcy Court for the Northern District of Iowa (“Bankruptcy Court”) under case number 23-00484. This Engagement Agreement will confirm the scope of the services LLG will provide and the terms by which LLG will bill fees and expenses.

LLG’s retention remains subject to Bankruptcy Court approval, and LLG understands certain of the Standard Terms & Conditions listed below may not be applicable in this retention and/or may appear to conflict with applicable bankruptcy law and/or procedure, such as timing of payment of fees. To the extent that the Standard Terms & Conditions contradict the Order granting the Employment Application or other applicable bankruptcy law and/or procedure, the Order and/or applicable bankruptcy law and/or procedure shall control. LLG, however, reserves the right, to withdraw as counsel to the extent that any Order approving our employment contains terms that are unacceptable to LLG.

Standard Terms & Conditions

Rates: Elizabeth M. Lally will be your primary, designated contact at LLG regarding this matter, but other legal assistants, paralegals, and/or associates may assist with this matter as needed and as their expertise or assistance is warranted. LLG’s invoices for professional services are based on hourly billing rates.

Ms. Lally’s hourly rate is \$380.00 per hour. The hourly rates for other attorney(s) who might work on this matter are capped at \$300.00 per hour for associates and \$330.00 per hour for of counsel or other partners. Standard hourly rates for legal assistants and/or paralegals is \$110.00 per hour. These rates will not be changed without notice to Client and by mutual agreement in writing as to the same.

Out-of-Pocket Expenses: Attorneys, legal assistants, and paralegals will bill half their standard hourly rate for any travel.

Billing Arrangements and Terms of Payment: LLG understands payment of any professional fees and/or expenses incurred by LLG related to this matter is subject to review and approval of the Bankruptcy Court. Client will not be charged interest or late fees as to any invoices / statements. Client understands some states require the assessment of sales tax for legal services and any required sales tax will be applied to the invoice and show on the same as local or state sales tax.

Retainer and Trust Deposits: No retainer is requested from the Client.

Conflicts: LLG's client in this matter will be the Client. The Client agrees that our representation of Client in this matter does not give rise to a lawyer-client relationship between our firm and any of the Client's affiliates not listed above. Accordingly, LLG's representation of the Client in this matter will not give rise to a conflict of interest in the event we represent other clients adverse to Client affiliates in other matters. Regardless, any attorneys working on this matter on behalf of the Client will not work on any matter in which the Client is known to be adverse or where it is known that a representation of another client will be adverse to Client's interests and an ethical wall be established around any attorney(s) working on this matter for the Client. Further, any representation of a client adverse to the Client's interests will be consistent with the attorney(s) obligations under the Model Rules of Professional Conduct regardless of any waiver.

In addition, LLG's representation of the Client in this matter does not give rise to a lawyer-client relationship between LLG and any of the Client's officers, directors, shareholders, or other individuals associated with the Client.

Termination & Withdrawal of Counsel: Client may terminate LLG's representation at any time, with or without cause, by notifying Client's designated contact in writing. However, notwithstanding the termination of the relationship, Client's termination of LLG's services will not affect Client's responsibility for payment for professional services rendered and expenses incurred before termination and in connection with an orderly transition of the matter.

LLG tries to identify in advance and discuss with our client(s) any situation that may lead to LLG's withdrawal as counsel and, if withdrawal becomes necessary, LLG shall provide Client written notice of LLG's withdrawal. LLG may withdraw from working on matters with Client's consent, or for good cause, or if permitted under the Model Rules of Professional Conduct or any state or federal rules of professional conduct applicable to the matter(s). Among the circumstances under which LLG may withdraw are, in general: (a) with a client's consent; (b) if a client's conduct renders it unreasonably difficult for LLG to carry out effectively the services for which LLG was employed; (c) if a client fails to pay for the fees and/or expenses as agreed upon with LLG; (d) a breakdown of communication between the client and LLG. Client, however, will remain obligated to pay LLG for all services provided and to reimburse LLG for all expenses advanced prior to withdrawal.

Disclaimer of Guarantee: Nothing in this Engagement Agreement and nothing in the statements of any attorney(s) with LLG to Client will be construed as a promise or guarantee about the outcome of the matter. LLG makes no such promises or guarantees. LLG's comments about the outcome of any matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees.

Contact: If any of Client's contact information changes, please notify LLG via your designated contact immediately.

Electronic Security/Storage & Communication: LLG advises Client of the risk of exchanging electronic information, including, but not limited, to e-mail or text messages. Client understands the risks of electronic conversations and consents to LLG using Client's email address as provided by Client.

LLG utilizes Clio cloud services and Microsoft OneDrive and/or SharePoint to secure Client's information and data.

Return & Maintenance of Client Files: At the end of LLG's engagement and upon receiving a closing letter from LLG, Client may request the return of Client's case file. If Client does not request the return of Client's file, LLG may dispose of any and all documents it deems superfluous consistent with maintaining the confidentiality of the contents of those documents. Subject to casualties beyond LLG's control, LLG will store the entire balance of the file for each matter, at the LLG's expense, for at least five (5) years. After the five (5) year retention period, unless Client makes other arrangements, the file for each matter may be disposed of in the regular course of business, at the LLG's expense, consistent with maintaining the confidentiality of the file contents.

LLG looks forward to representing you and thank you for looking to LLG to assist you. If you have any questions concerning the contents Engagement Agreement, or any matter relating to LLG's legal representation, please do not hesitate to call me directly.

Very truly yours,

A handwritten signature in blue ink, appearing to read "E. M. Lally".

Elizabeth M. Lally

APPROVED AND ACCEPTED:

____/s/ Renee K. Hanrahan, Trustee ____
Renee K. Hanrahan, solely in her capacity as Chapter 7 Trustee for BDC Group Inc.

Date: August 18, 2024